

EXHIBIT A



October 29, 2015

Mr. Peter Ferraro, Member
 Mr. David Gayanich, Member
 Mr. George Secchiaroli, Member
 Christiansted Island Hotel, L.L.C. d/b/a/
 Chenay Bay Beach Resort
 5000 Estate Chenay Bay
 Christiansted, VI 00824

Dear Members:

Today is the Anniversary of the Closing on the Chenay Bay Resort. One year ago today Christiansted Island Hotel L.L.C. (C.I.H., L.L.C.) purchased Chenay Bay Resort for \$2,800,000.00.

As you all know C.I.H., L.L.C. was established in February 2014. Peter Ferraro was the sole member; I was the Manager. The corporation was set up to purchase Hotel on the Cay. Peter invested almost \$75,000.00 in an effort to take control of the home owners association and purchase the assets held by the S.B.A. We were not successful. My unwritten agreement, as is always the case with my dealings with the Ferraro Family, was that I would be compensated for my work by 20% interest in the limited liability corporation.

On May 22, 2014, while on business in St. Croix, I was shown Chenay Bay Resort by a realtor. The property was on the market for \$5.6 million. Within 24 hours I had prepared an offer on behalf of C.I.H., L.L.C. for \$2.5 million and I gave the realtor a personal check as a deposit. Peter asked me to negotiate a P&S with limited responsibility during a due diligence period. I proceeded to negotiate a Purchase and Sale and raised the initial refundable deposit of \$150,000.00 from friends and the Ferraro Family. Our partner in other ventures, David Gayanich, invested \$25,000.00 at this time. Peter again promised me 20% of the equity of the corporation. There was no business plan, no promissory notes. After five months of negotiation, loan applications, meetings with lawyers, engineers, accountants, surveyors, government officials, contractors, personnel, trustee in bankruptcy, etc. etc., we finally closed October 29, 2014.

5000 Estate Chenay Bay, Christiansted, St. Croix, VI 00824
 (340) 643-2312 or (340) 713-6855

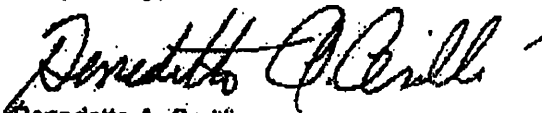
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Letter to Members
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I was not placed on the books of C.I.H., L.L.C. as a 20% member as promised. I was not paid for my work. Some of my friends who initially loaned funds were returned their money with only a "thank you", by me. Other friends still have money in C.I.H., L.L.C. with no membership interest and no written evidence of their investment (I have now issued them promissory notes @ 6% interest.) My work was far from finished. I had to immediately try to refinance in order to pay off Avalon and to return a portion of the monies loaned by David Gayanich and Peter Ferraro. I had to get the necessary business licenses, re start the Time Share, oversee construction, clean up management, secure insurance, open & lease the restaurant and watersports, etc. etc., Why? Because I believed the promises that I would be an equity owner in the limited liability corporation.

As of today, given the fact that there are lawsuits between the partners of C.I.H., L.L.C. alleging that David Gayanich owns 50%, the prospect of any equity ownership is non-existent and further no longer attractive to me. I'm therefore submitting the following summary of compensation; I am entitled to for the value of my work.

Respectfully,



Benedetto A. Cerilli
Manager

Cc: File

Invoice for Services Rendered to Christiansted Island Hotel, L.L.C.

- 1.) Acquisition Fee: 5% of Purchase Price \$2,800,000.00 This includes finding the property, negotiating the price, coordinating attorneys, title, surveys, etc.,

FEE: \$140,000.00

- 2.) Negotiation of Reduction in price by credits. Original Purchase Price \$3,075,000.00 after extensive negotiations price reduced to \$2,800,000.00 Savings of \$275,000.00.

FEE 20% \$55,000.00

- 3.) Securing the Final \$800,000.00 necessary to close and further necessary to avoid losing \$300,000.00 in nonrefundable deposits and \$260,000.00 in hard and soft costs. These funds also made it possible to negotiate the credits obtained at closing.

FEE 5% \$40,000.00

- 4.) Hotel management: Oversees Hotel Operations 7% of Gross revenue of Hotel November 2014 to November 2015 \$850,000 x .07% = \$59,500.00 (Increased Hotel Revenue by over 90%)

FEE 7% \$59,500.00

- 5.) Re-Established Time Share Operation: Hired personnel; Re-activated R.C.I.; Convert to R.C.I. Points, Establish New Home Owners Association. Hired Maintenance, Management staff; Researched weeks owned, Deeds. Oversee Collection of Delinquent Notes; Produce \$385,000 in Time Share sales @ 40% commission (10-15% below national average); Collect \$150,000.00 notes @ 10% cost (These Notes were bought for \$0 cost due to my negotiations) Fee 10% \$53,500.00 (From 0 income in 2014 to \$535,000.00 in 2015)

Fee 10% \$53,500.00

Other task completed in Savings accomplished:

1. Business Licenses: Hotel, Restaurant, Watersports, Bar, Time Share, Bistro

FEE \$5,000.00

2. Correction of Deeds to Unit 43&44, recovering of 15 Deeds

FEE \$10,000.00

3. Negotiation of Insurance from \$150,000.00 to \$60,000.00 savings of \$90,000.00.

5% FEE \$4,500.00

4. Oversee Litigation with Shoreline & David Gayanich including but not limited to:

- Hiring Law Firm
- Consulting with lawyer
- Attending numerous conferences, hearings and meetings
- Attending and Preparing for Meetings with Government agencies i.e., D.P.N.R., Licensing, CZM, I.R.B., E.D.C., Health.
- Preparation and Attendance at Mediation Hearing and CZM Hearing
- Consulting with S.E.C. Attorney's in Providence and Washington, bankruptcy attorney in Mass.

FEE \$30,000.00

Commitments of Financing for the Acquisition

Bridge Capital Loan	\$2,200,000.00
Independence Bank	<u>\$3,300,000.00</u>
	\$5,500,000.00

Commitment Fee @ 1%	FEE \$55,000.00
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Both these loans were rejected due to partners not agreeing to conditions:

To the above \$452,500.00

N.B. The above amount does not include over 40 hours of work in an attempted buy out of David Gayanich's interest which included negotiating a \$2,200,000.00 loan from Independence Bank. Nor does it include the countless hours in attempting to secure a loan on Mr. Gayanich's Equipment or the attempt to secure a loan from Northern Bank using Mr. Secchiaroli's Property. Nor does it account for time spent with USDA and Farm Bureau to assist Mr. Gayanich in setting up a cattle operation and time spent with Mr. Gayanich to set up an E.D.C. Company